

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS  
SPECIFICATION NO. 06-078**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

**SEASONAL REQUIREMENTS OF TURF  
MAINTENANCE FOR THE LINCOLN WASTE WATER  
FACILITIES**

Sealed bids will be received by the City of Lincoln, Nebraska on or before **12:00 noon Wednesday, March 15, 2006** in the office of the Purchasing Agent, Suite 200, K Street Complex, 440 South 8th Street, S.W. Wing, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

A **prebid conference** has been scheduled for **Wednesday, March 08, 2006**, beginning at 1:00 p.m., at the Theresa Street Wastewater Treatment Facility Administration Building, 2400 Theresa Street, Lincoln, Nebraska. All interested bidders are urged to attend.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

**Proposal For  
Specification No. 06-078**

**Bid Opening Time: 12:00 Noon  
Bid Opening Date: March 15, 2006**

The under signed bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which includes Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the proposal, agrees to sell to the City the below listed items for the performance of this specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**ADDENDA RECEIPT:** The receipt of addenda to the specifications numbers \_\_\_\_\_ through \_\_\_\_\_ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from any obligations specified in this request. All addenda shall become part of the final contract document.

**TURF MAINTENANCE FOR THERESA STREET WASTEWATER TREATMENT FACILITY**

Total Per Mowing \$\_\_\_\_\_ / Total For 29 Mowings \$\_\_\_\_\_(2006)

Total Per Mowing \$\_\_\_\_\_ / Total For 29 Mowings \$\_\_\_\_\_(2007)

Total Per Mowing \$\_\_\_\_\_ / Total For 29 Mowings \$\_\_\_\_\_(2008)

Total Per Rough Area Mowing \$\_\_\_\_\_ / Total for 29 Mowings \$\_\_\_\_\_(2006)

**TURF MAINTENANCE FOR NORTHEAST WASTEWATER TREATMENT FACILITY**

Total Per Mowing \$\_\_\_\_\_ / Total For 29 Mowings \$\_\_\_\_\_(2006)

Total Per Mowing \$\_\_\_\_\_ / Total For 29 Mowings \$\_\_\_\_\_(2007)

Total Per Mowing \$\_\_\_\_\_ / Total For 29 Mowings \$\_\_\_\_\_(2008)

Total Per Rough Area Mowing \$\_\_\_\_\_ / Total for 28 Mowings \$\_\_\_\_\_(2006)

**AFFIRMATIVE ACTION PROGRAM:** Successful bidder will be required to comply with the provisions of the City's Affirmative action policy (Contract Compliance, Sec. 1.16). The equal opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of the successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 06-078**

_____ COMPANY NAME	_____ BY (Signature)
_____ STREET ADDRESS or P.O. BOX	_____ (Print Name)
_____ CITY, STATE      ZIP CODE	_____ (Title)
_____ TELEPHONE No.      FAX No.	_____ (Date)
_____ E-MAIL ADDRESS	_____ ESTIMATED DELIVERY DAYS

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: [lincoln.ne.gov](http://lincoln.ne.gov) Keyword: **Bid** The Intent to Award will be listed on the website when a recommendation is received from the Department.

**SPECIFICATIONS FOR  
TURF MOWING  
THERESA STREET AND NORTHEAST WASTEWATER TREATMENT FACILITIES**

**1. SCOPE**

- 1.1 The City of Lincoln, Wastewater Division desires to contract services for turf mowing at two wastewater treatment facility locations.
  - 1.1.1 Theresa Street Wastewater Treatment Facility, 2400 Theresa St, Lincoln, NE. 68521.
  - 1.1.2 Northeast Wastewater Treatment Facility, 7000 N. 70<sup>th</sup> St, Lincoln, NE 68507
- 1.2 The term of the agreement shall be for the 2006 season, with options to renew for two (2) additional one year terms at the prices being bid.
  - 1.2.1 The Theresa Street Facility location will begin the mowing season on April 17, 2006 through November 3, 2006 for a total of 28 weekly mowings.
  - 1.2.2 The Northeast Facility location will begin the mowing season on **May 13 through November 18, 2006** for a total of 29 weekly mowings.
- 1.3 The attached sample agreement and location maps serve as specifications, and describes the obligations of the City and Contractor.
- 1.4 Potential bidders are encouraged to attend a pre-bid conference and scheduled site visitations to familiarize themselves with the work, the arrangement and layout of the treatment facilities, determine exact square footage, and the particularities of the operation.

**2. AGREEMENT AND INSURANCE REQUIREMENTS**

- 2.1 Within fourteen (14) calendar days after the award of bid(s), the Contractor(s) must execute a written agreement between the Contractor and City.
- 2.2 Also within such time period, the Contractor shall furnish with the agreement a certificate of insurance in accordance with the requirements specified in the agreement.
  - 2.2.1 All certificates of insurance shall be filed with the City on the standard Accord Certificate Of Insurance form, showing the City as a named additional insured as pertains to the performance of this agreement.
  - 2.2.2 Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance coverage.

**3. QUALIFICATIONS OF BIDDERS, BIDDING PROCEDURE AND AWARD OF BID**

- 3.1 Bidder/contractor and contractor's employees shall have a minimum of two (2) years experience in commercial property maintenance.
- 3.2 Read "Instructions To Bidders" .
- 3.3 Bidders shall submit the following documents with their Bid Proposal:
  - 3.3.1 A listing of equipment to be used in the performance of work in an accordance with this agreement.
    - 3.3.1.1 As a minimum, equipment shall include the following:
      - 3.3.1.1.1 Two (2) commercial riding mowers with a minimum 60 inch mower decks and the option to mulch.
      - 3.3.1.1.2 Large capacity grass clipping collection equipment.
      - 3.3.1.1.3 Two (2) gas powered string trimmers.
      - 3.3.1.1.4 Adequate transport equipment.

- 3.3.2 A listing of commercial references including company name, contact person, and phone number for past and current mowing contracts of similar size and capacity.
  - 3.3.3 A listing of personnel who will be involved in the performance of this agreement, and their related commercial property experience.
- 3.4 In addition to price in the award of bid, the City may give consideration to:
  - 3.4.1 Separate awards of bid for the Theresa Street or the Northeast Wastewater Facilities.
  - 3.4.2 Skill, capacity and experience of bidder and bidder's employees to perform the contract to the satisfaction of the City.
- 3.5 Bidders are encouraged to attend a pre-bid conference and site visitations scheduled for **March 15, 2006** at 1:00 pm, located at the Theresa Street Wastewater Treatment Facility Administration Building, 2400 Theresa Street in Lincoln.
- 3.6 The contact person for the Lincoln Wastewater System will be Mr. Steve Crisler, 402-441-7966.

**SERVICE AGREEMENT  
TURF MAINTENANCE FOR THE THERESA STREET WASTEWATER  
TREATMENT FACILITY**

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between \_\_\_\_\_, hereinafter referred to as Contractor, and the **City of Lincoln, Nebraska**, a body corporate and public, hereinafter referred to as City.

**WHEREAS**, the City has full responsibility and control over both treatment facilities grounds, building structures, streets and all matters pertaining thereto; and

**WHEREAS**, from time to time the City's resources are insufficient to accomplish mowing and applying fertilizer/chemicals to turf areas in a timely manner or when it is not an efficient use of City staff, it is then necessary to acquire additional resources for the purpose of maintaining turf.

**WHEREAS**, it is the purpose of this agreement to provide for the Contractor to perform such maintenance services for the City.

**NOW, THEREFORE, WITNESSETH**, that:

1. The Contractor hereby agrees to perform turf maintenance at the **Theresa Street Wastewater Treatment Facility** as herein set forth during the 2006 mowing season between **April 17, 2006 and November 3, 2006.**
2. The agreement may, by mutual consent, be renewed for two (2) additional one (1) year terms at the prices indicated below.
3. Turf areas requiring mowing applications include a collective area of various locations within the treatment facility. (Refer to area map attached to this agreement).
  - 3.1 Estimated square footage of the Theresa Street Facility - 700,000.
4. Work shall involve approximately 29 (weekly) mowings during the term of this agreement.
  - 4.1 All work shall be coordinated with the Facility Maintenance Supervisor or his designated representative.
  - 4.2 The period of time between mowings is intended to be weekly, but may vary during the mowing season due to weather conditions.
    - 4.2.1 Contractor shall contact the Facility Maintenance Supervisor for mowing schedule adjustments during extended periods of inclement weather.
  - 4.3 Each mowing shall be performed between the hours of 7:00 am and 7:00 pm, during a two (2) consecutive day period.
  - 4.4 Weekly mowings shall be coordinated so that turf height does not exceed 5 inches.
  - 4.5 Mowing height guidelines are as follows:
    - 4.5.1 Spring (April/June) and fall (September/October) seasons - 3 to 4 inches.
    - 4.5.2 Summer (July/August) season - 4 inches.
  - 4.6 All obstacles shall be string trimmed on the same day that mowing is performed.
    - 4.6.1 String Trimmed areas shall not exceed the established mowing height.
    - 4.6.2 Trimming shall be performed around trees, light posts, sign posts, curbs, and treatment facility structures.
    - 4.6.3 Contractor shall take caution as not to damage the trunks of trees.

- 4.7 Grass clippings shall be mulched and evenly dispersed so that they are not left in wind rows.
- 4.7.1 Grass shall not be blown into streets or onto sidewalks.
- 4.7.2 Prior to mowing, the Contractor must remove litter from the areas to be mowed.
- 4.8 Grass clippings shall be collected in front of the Administration, Operations Control, and Laboratory buildings.

5. Equipment used in the performance of this Agreement shall be furnished by the Contractor.

5.1 The following is a list of the Contractor's equipment to be utilized.

5.1.1 Mowers: \_\_\_\_\_

\_\_\_\_\_

5.1.2 Trimmers: \_\_\_\_\_

5.1.3 Collection Equipment: \_\_\_\_\_

5.1.4 Transport Equipment: \_\_\_\_\_

5.2 All equipment must be well maintained and in a good safe operating condition.

5.2.1 Contractor shall provide all fuels, lubricants, maintenance and repairs.

6. Contractor's personnel shall be fully trained in commercial turf mowing and in the safe operation of Contractor's turf maintenance and transport equipment.

7. Turf maintenance services shall be performed at the following rates for the term of the agreement.

7.1 Total Per Mowing \$\_\_\_\_\_ / Total For 29 Mowings \$(2006)

7.2 Total Per Rough Area Mowing \$\_\_\_\_\_ / Total for 29 Mowings  
\$(2006)

7.3 Contractor shall submit to the Facility Maintenance Supervisor monthly invoices itemizing the services invoiced.

8. The Contractor is an independent contractor for the purposes of the Agreement, and neither the Contractor nor Contractor's employees or agents shall be considered for any purpose to be employees of the City.

9. Contractor shall provide general liability insurance in the amounts of \$2,000,000 combined single limit for property damage and personal injury.

9.1 Contractor shall name the City as "Additional Insured" as pertains to the performance of services for the term of the Agreement.

9.2 The insurance policy shall insure the City from any demands, claims, causes of action at law or in equity resulting from performance of this Agreement.

9.3 The Contractor shall provide Worker's Compensation Insurance for any employees of the Contractor who perform any work under this agreement.

9.4 Contractor shall provide the City with certification of such insurance subject to the approval by the City Attorney.

10. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.

10.1 Contractor shall comply with the provisions of chapter 11.08 of the Lincoln Municipal Code.

11. This Agreement may be canceled by either party hereto at any time during the term of the agreement upon thirty (30) days written notice.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2006.

ATTEST

City of Lincoln, Nebraska

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

CONTRACTOR

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address / P.O. Box

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
By: Authorized Signature

\_\_\_\_\_  
Print Name Title



## **Service Agreement**

### **Turf Maintenance for the Northeast Wastewater Treatment Facility**

**This agreement**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between \_\_\_\_\_, hereinafter referred to as Contractor, and the **City of Lincoln, Nebraska**, a body corporate and public, hereinafter referred to as City.

**WHEREAS**, the City has full responsibility and control over both treatment facilities grounds, building structures, streets and all matters pertaining thereto; and

**WHEREAS**, from time to time the City's resources are insufficient to accomplish mowing and applying fertilizer/chemicals to turf areas in a timely manner or when it is not an efficient use of City staff, it is then necessary to acquire additional resources for the purpose of maintaining turf.

**WHEREAS**, it is the purpose of this agreement to provide for the Contractor to perform such maintenance services for the City.

**NOW, THEREFORE, WITNESSETH**, that:

1. The Contractor hereby agrees to perform turf maintenance at the **Northeast Wastewater Treatment Facility** as herein set forth during the 2006 mowing season between **April 17, 2006 and November 3, 2006.**
2. The agreement may, by mutual consent, be renewed for two (2) additional one (1) year terms at the prices indicated below.
3. Turf areas requiring mowing, fertilizing, and chemical applications include a collective area of various locations within the treatment facility. (Refer to area map attached to this agreement).
  - 3.1 Estimated square footage of the Northeast Facility - 300,000.
4. Work shall involve approximately 29 (weekly) mowings during the term of this agreement.
  - 4.1 All work shall be coordinated with the Facility Maintenance Supervisor or his designated representative.
  - 4.2 The period of time between mowings is intended to be weekly, but may vary during the mowing season due to weather conditions.
    - 4.2.1 Contractor shall contact the Facility Maintenance Supervisor for mowing schedule adjustments during extended periods of inclement weather.
  - 4.3 Each mowing shall be performed between the hours of 7:00 am and 7:00 pm, during a two (2) consecutive day period.
  - 4.4 Weekly mowings shall be coordinated so that turf height does not exceed 5 inches.
  - 4.5 Mowing height guidelines are as follows:
    - 4.5.1 Spring (April/June) and fall (September/October) seasons - 3 to 4 inches.
    - 4.5.2 Summer (July/August) season - 4 inches.
  - 4.6 All obstacles shall be string trimmed on the same day that mowing is performed.
    - 4.6.1 String Trimmed areas shall not exceed the established mowing height.
    - 4.6.2 Trimming shall be performed around trees, light posts, sign posts, curbs, and treatment facility structures.
    - 4.6.3 Contractor shall take caution as not to damage the trunks of trees.
  - 4.7 Grass clippings shall be collected and disposed of on site.
    - 4.7.1 Grass clippings can at times be mulched and evenly dispersed upon prior approval by the Facility Maintenance Supervisor, otherwise clippings are to be collected and removed from the facility.
    - 4.7.2 Prior to mowing, the Contractor must remove litter from the areas to be mowed.

5. Equipment used in the performance of this Agreement shall be furnished by the Contractor.
  - 5.1 The following is a list of the Contractor's equipment to be utilized.
    - 5.1.1 Mowers: \_\_\_\_\_  
\_\_\_\_\_
    - 5.1.2 Trimmers: \_\_\_\_\_
    - 5.1.3 Collection Equipment: \_\_\_\_\_
    - 5.1.4 Transport Equipment: \_\_\_\_\_
  - 5.2 All equipment must be well maintained and in a good safe operating condition.
    - 5.2.1 Contractor shall provide all fuels, lubricants, maintenance and repairs.
6. Contractor's personnel shall be fully trained in commercial turf mowing and in the safe operation of Contractor's turf maintenance and transport equipment.
7. Turf maintenance services shall be performed at the following rates for the term of the agreement.
  - 7.1 Total Per Mowing \$\_\_\_\_\_ / Total For 29 Mowings \$(2006)
  - 7.2 Total Per Rough Area Mowing \$\_\_\_\_\_ / Total for 29 Mowings  
\$(2006)
  - 7.3 Contractor shall submit to the facility Assistant Superintendent of Maintenance monthly invoices itemizing the services invoiced.
8. The Contractor is an independent contractor for the purposes of the Agreement, and neither the Contractor nor Contractor's employees or agents shall be considered for any purpose to be employees of the City.
9. Contractor shall provide general liability insurance in the amounts of \$2,000,000 combined single limit for property damage and personal injury.
  - 9.1 Contractor shall name the City as "Additional Insured" as pertains to the performance of services for the term of the Agreement.
  - 9.2 The insurance policy shall insure the City from any demands, claims, causes of action at law or in equity resulting from performance of this Agreement.
  - 9.3 The Contractor shall provide Worker's Compensation Insurance for any employees of the Contractor who perform any work under this agreement.
  - 9.4 Contractor shall provide the City with certification of such insurance subject to the approval by the City Attorney.
10. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
  - 10.1 Contractor shall comply with the provisions of chapter 11.08 of the Lincoln Municipal Code.

11. This Agreement may be canceled by either party hereto at any time during the term of the agreement upon thirty (30) days written notice.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2006.

ATTEST:

City of Lincoln, Nebraska

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

CONTRACTOR

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address / P.O. Box

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
By: Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA

### PURCHASING DIVISION

#### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or typed, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name, address, fax number and email address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

#### **2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
  - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
  - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

#### **3. BIDDER'S REPRESENTATION**

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

#### **4. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least four (4) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

#### **5. ADDENDA**

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications., i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

#### **6. ANTI-LOBBYING PROVISION**

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

#### **7. BRAND NAMES**

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

#### **8. DEMONSTRATIONS/SAMPLES**

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

#### **9. DELIVERY (Non-Construction)**

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

## **10. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 10.1.1 Manufacturer's warranties and/or guarantees.
  - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

## **11. ACCEPTANCE OF MATERIAL**

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
  - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
  - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

## **12. BID EVALUATION AND AWARD**

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

## **13. INDEMNIFICATION**

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom

and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **14. TERMS OF PAYMENT**

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

## **15. LAWS**

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

## **16. AFFIRMATIVE ACTION**

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

## **17. LIVING WAGE**

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change every July.

## **18. EXECUTION OF AGREEMENT**

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
  - ☐ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
  - ☒ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
  - ☐ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
    - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
    - 2. The prepared documents shall be delivered to the City within 10days (unless otherwise noted).
    - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
    - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.

## INSURANCE CLAUSE TO BE USED FOR ALL CITY CONTRACTS

The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the City of Lincoln, Nebraska.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the sub-contractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the City of Lincoln, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

A. Bodily Injury/Property Damage	\$1,000,000 each Occurrence
	\$2,000,000 Aggregate
B. Personal Injury Damage	\$1,000,000 each Occurrence
C. Contractual Liability	\$1,000,000 each Occurrence
D. Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
  - (a) The coverage shall be provided under a Commercial General Liability form or similar thereto.
  - (b) X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
  - (c) The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
  - (d) Contractual Liability coverage shall be included.
  - (e) Products Liability and/or Completed Operations coverage shall be included.
  - (f) Personal Injury Liability coverage shall be included.

C. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage      \$1,000,000 Combined Single Limit

D. Builder's Risk Insurance (For Building Construction Contracts Only)

Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein.

Losses, if any, shall be made payable to the City of Lincoln and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the City of Lincoln by the time work on the building begins and such insurance shall be subjected to the approval of the City Attorney.

E. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City of Lincoln.

F. Certificate of Insurance

All certificates of insurance shall be filed with the City of Lincoln on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the City of Lincoln as a named additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction of insurance coverage.





ANDE

1ST

E.J.C.'S SUBDIVISION

ADD.

YOLANDE AVE.

OLANDE

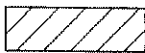
ADD.

SALT CREEK

SALT CREEK

CITY OF LINCOLN  
27TH AND THERESA ST.  
WASTEWATER TREATMENT FACILITY

LEGEND



ROUGH MOWING - Approx. 655,650 Sq. Ft.

TURF MOWING - Approx. 709,235 Sq. Ft.

...waste\other\ave\mow\_area.dgn Mar. 21, 2002 14:15:21